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Form B240

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## IDAHO REAFFIRMATION AGREEMENT

## UNITED STATES BANKRUPTCY COURT

## DISTRICT OF IDAHO

Debtor's Name: HECTOR E MARTINEZ	Bankruptcy Case Number: 04-00208
	Chapter 07
CREDITOR:  LES SCHWAB TIRE CENTERS OF BOISE, INC. P.O. BOX 687 PRINEVILLE, OR 97754	LS Account #: 102-91

- Instructions:
- 1) Attach a copy of all court judgments, security agreements, and evidence of their perfection;
  - 2) File all the documents by mailing them or delivering them to the Clerk of the Bankruptcy Court.

## NOTICE TO DEBTOR:

This agreement gives up the protection of your bankruptcy discharge for this debt.

As a result of this agreement, the creditor may be able to take your property or wages if you do not pay the agreed amounts. The creditor may also act to collect the debt in other ways.

You may rescind (cancel) this agreement, at any time before the bankruptcy court enters a discharge order or within 60 days after this agreement is filed with the court, whichever is later by notifying the creditor that the agreement is cancelled.

You are not required to enter into this agreement by any law. It is not required by the Bankruptcy Code, by any other law, or by any contract (except another reaffirmation agreement made in accordance with Bankruptcy Code S 524 (c)).

You are allowed to pay this debt without signing this agreement. However, if you do not sign this agreement and are later unwilling or unable to pay the full amount, the creditor will not be able to collect from you. The creditor also will not be allowed to take your property to pay the debt unless the creditor has a lien on the property.

If the creditor has a lien on your personal property, you may have a right to redeem the property and eliminate the lien by making a single payment to the creditor equal to the current value of the property, as agreed by the parties or determined by the court.

This agreement is not valid or binding unless it is filed with the clerk of the bankruptcy court. If you were not represented by an attorney during the negotiation of this reaffirmation agreement, the agreement cannot be enforced by the creditor unless: 1) you have attended a reaffirmation hearing in the bankruptcy court, and 2) the agreement has been approved by the bankruptcy court. (Court approval is not required if this is a consumer debt secured by a mortgage or other lien on your real estate).

# REAFFIRMATION AGREEMENT

The debtor and creditor named above agree to the debt described in this agreement as follows:

## THE DEBT

Total Amount of Debt When Case was Filed \$607.12

Total Amount of Debt Reaffirmed \$522.00

Above total includes the following:

Interest Accrued to Date of Agreement \$0

Attorney Fees \$0

Late Fees \$0

Other Expenses or Costs Relating to the \$0

Collection of this Debt (Describe) \$0

Annual Percentage Rate (APR) 18 %

Amount of Monthly Payment \$50.00

Date Payments Start 60 Days After the Reaffirmation Agreement is Filed with the Court

Total Number of Payments to be Made \_\_\_\_\_

Total of Payments if paid according to schedule \_\_\_\_\_

Date any lien is to be released if paid according to schedule \_\_\_\_\_

Debtor agrees that any and all remedies available to the creditor under the security agreement remain available.

All additional terms agreed to by the Parties (if any):

As long as debtor complies with creditor terms and conditions, creditor will honor a credit limit equal to the balance reaffirmed herein. If special payment arrangements have been made, and at any time additional charges are added to this account, payments and interest will default back to the original payment schedule.

Payments on this debt ☐ [were] ☒ [were not] in default on the date on which this case was filed.

This agreement differs from the original agreement with the creditor as follows:

## CREDITOR'S STATEMENT CONCERNING AGREEMENT AND SECURITY/COLLATERAL (IF ANY)

Description of Collateral (if applicable, list manufacturer, year, and model).

4) TIRES

Value \$522.00

Basis or Source for Valuation Average economic life expectancy or a pro-rata percentage of wear

Current Location and Use of Collateral Unknown

Expected Future Use of Collateral Personal/Business

Check Applicable Boxes:

☒ Any lien described herein is valid and perfected.

☐ This agreement is part of a settlement of a dispute regarding the dischargeability of this debt under section 523 of the Bankruptcy code (11USC 523) or any other dispute. The nature of dispute is \_\_\_\_\_

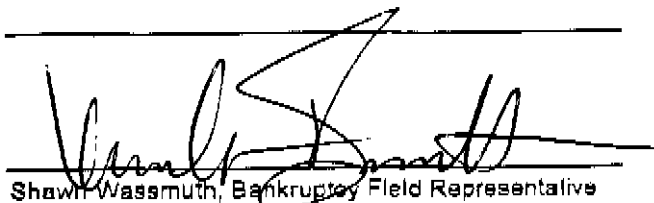
**DEBTOR'S STATEMENT OF EFFECT OF AGREEMENT ON DEBTOR'S FINANCES**

My monthly income (take home pay plus any other income) is \_\_\_\_\_.

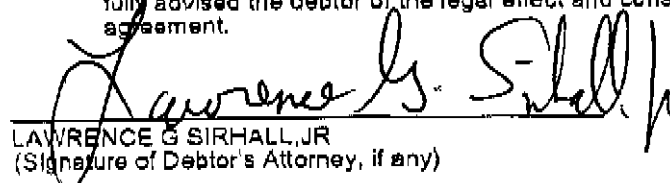
My current monthly expenses total \_\_\_\_\_, not including any payment due under this agreement or any debt to be discharged in this bankruptcy case.

I believe this agreement ☐ [will] ☒ [will not] impose an undue hardship on me or my dependents.**DEBTOR'S STATEMENT CONCERNING DECISION TO REAFFIRM**I agreed to reaffirm this debt because KEEP my TiresI believe this agreement is in my best interest because KEEP my AccountI ☐ [considered] ☒ [did not consider] redeeming the collateral under section 722 of the Bankruptcy Code (11 U.S.C. 722). I chose not to redeem because make my paymentI ☐ [was] ☒ [was not] represented by an attorney during negotiations on this agreement.**CERTIFICATION OF ATTACHMENTS**Any documents which created and perfected the security interest or lien ☒ [are] ☐ [are not] attached. [If documents are not attached: The documents which created and perfected the security interest or lien are not attached because \_\_\_\_\_]**SIGNATURES**Date: 01-29-04

HECTOR E. MARTINEZ

Date: 2/19/2004Les Schwab Tire Centers of BOISE, INC.  
(Name of Creditor)  
Shawn Wassmuth, Bankruptcy Field Representative**CERTIFICATION BY DEBTOR'S ATTORNEY (IF ANY)**

I hereby certify that 1) this agreement represents a fully informed and voluntary agreement by the debtor(s); 2) this agreement does not impose a hardship on the debtor or any dependent of the debtor; and 3) I have fully advised the debtor of the legal effect and consequences of this agreement and any default under this agreement.

  
LAWRENCE G. SIRHALL, JR.  
(Signature of Debtor's Attorney, if any)Date: 2/19/04

IN THE UNITED STATES BANKRUPTCY COURT FOR THE \_\_\_\_\_ DISTRICT OF IDAHO \_\_\_\_\_

In re: \_\_\_\_\_ )  
 HECTOR E MARTINEZ \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 Debtor(s) )

Case No. 04-00208  
 AFFIDAVIT, MOTION, AND STIPULATION WAIVING  
 APPEARANCE OF DEBTORS AT REAFFIRMATION  
 HEARING (Re: Les Schwab)

**AFFIDAVIT**

STATE OF IDAHO \_\_\_\_\_, COUNTY OF \_\_\_\_\_, ss:

COMES NOW THE UNDERSIGNED, who after being first duly sworn on oath, deposes and says as follows:

I am debtors' attorney of record herein and am familiar with the facts of my clients' financial affairs.

I have advised debtors herein that they are under no legal duty or obligation to reaffirm any debt; if they do reaffirm a debt, it essentially means that debtors are waiving discharge as to that particular debt, and it continues through as though there had been no bankruptcy and the debtors could again be sued on said debt upon any default.

To the best of my information and belief, reaffirmation of this debt will not impose an undue hardship on debtors or any dependent of debtors and is in debtors' best interests.

Lawrence G. Schall  
 Attorney for Debtors

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
 Notary Public of the State of IDAHO

residing at \_\_\_\_\_.

My commission expires . . .

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

AFFIDAVIT, MOTION, AND STIPULATION WAIVING APPEARANCE OF DEBTORS AT REAFFIRMATION HEARING  
 (Re: Les Schwab)

STIPULATION

COMES NOW THE UNDERSIGNED creditor whose claim is being reaffirmed by debtors, who stipulates and agrees that debtors herein may be exempted from the necessity to appear before the court at a reaffirmation hearing.

DATED this 19 \_\_\_\_\_ day of FEBRUARY \_\_\_\_\_, 20 04 \_\_\_\_\_

Les Schwab Tire Centers of BOISE, INC. \_\_\_\_\_, Creditor

by \_\_\_\_\_

Shawn Wassmuth, Bankruptcy Field Representative

AFFIDAVIT, MOTION, AND STIPULATION WAIVING APPEARANCE OF DEBTORS AT REAFFIRMATION HEARING  
(Re: Les Schwab)

U.S. COURT

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REC'D  
CAMERON B. BURKE  
CLERK  
IDAHO

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**MOTION TO WAIVE APPEARANCE AT HEARING**

COMES NOW THE UNDERSIGNED, attorney for debtors herein, who respectfully moves this court for an order waiving the appearance requirement of debtors at a reaffirmation hearing.

This motion is based upon the foregoing AFFIDAVIT and the following STIPULATION, the records and files herein, and the bankruptcy Rules.

DATED this 16<sup>th</sup> day of 19, 2004  
Robert Schwab Debtor  
Lawrence A. Silb Attorney for Debtors

\_\_\_\_\_  
Debtor

AFFIDAVIT, MOTION, AND STIPULATION WAIVING APPEARANCE OF DEBTORS AT REAFFIRMATION HEARING  
(Re: Les Schwab)

Customer 102-00091  
MARTIN L. HECTOR  
PO BOX 424  
MOUNTAIN HOME ID 83647

## RETAIL ACCOUNT

SS# 460-62-4281 Since  
PH# 587-7223 Fax#  
DRL#

Sales Tax Exempt No.  
MARK 2 HECTOR MARTINEZ ACCOUNTS MAKE SURE RIGHT ONE

NO INT/AGE THIS ACCOUNT IS CURRENT  
Credit Limit 500 Pts Credit Limit Set OVER CREDIT \$41  
Present Bal 541.63 Date 2/17/2004 Prior Bal 541.63  
High Balance 746 Date Last Sale 11/21/2003 Curr Chgs .00  
Customer Pay Day 00 Date Opened 8/12/2002 Curr Crdts .00  
Equal Pmt Ba .00 Equal Pmt Amt .00 Payment Due 75.00

\*\*\* ACCOUNT HISTORY \*\*\*  
CURR 16 PART 1 MO 2 MO 3 MO 4 MO 5 MO

Co-Applicant Relation ( )

00000  
SS# PH#  
Co-Signer Acct# 00000 Rel Date

00000  
SS# PH#  
Previous Address Since

00000  
Employer Since Salary 0

Work Phon  
Message P  
Last Application Update

Transfer from  
(C) (P) 1) 2) 3) 4)

Date	Inv#	Type	Qty	Amount	LSP Code	Product Description	Balance
11/21/2003	368118	CHG	4	36.00	6-953-48	WHI BAL-SPIN	
		CHG	4	12.00	6-953-16	TUBELESS VALVE	
		CHG	4	43.00	6-953-58	STIPING	
		CHG	4	462.92	87-010-75	P225/60R-16 9	
		CHG	2	104.66	544-710-61	76161	
		CHG	1	27.25	6-806-40	ROTORS W/O BJ N	
		CHG	1	40.71	2-21	IDAHO SALES TAX	
		LICENSE		ADASVAN			
		MTI FAGE		66418			
		Inv Total		746.54			746.54
12/11/2003	370171	ROA	1-	75.00-			
		Inv Total		75.00-			671.54
12/27/2003		SVC		10.58		ACCOUNT CURRENT	
		Inv Total		10.58			682.12
1/10/2004	373058	ROA	1-	75.00-			
		Inv Total		75.00-			607.12



LES SCHWAB TIRE CENTER  
690 SOUTH 3RD WEST  
MOUNTAIN HOME, ID. 83647 0000  
208-587-3396

# The West's Largest Independent Tire Dealer

SOLD TO: HECTOR MARTINEZ  
PO BOX 424  
MOUNTAIN HOME ID 83647 0424

472257

ACCT 102 00091 INVOICE 368118

DATE 11-21-2003 TIME 5:07:21 PM

SOLD BY	TRANSACTION TYPE	WORK ORDER #	CUSTOMER PO #	LICENSE	MILEAGE	YEAR / MAKE / MODEL
JK	CHARGE	6387		ADASVAN	66418	0096 DODGE CARAVAN

QTY.	PRODUCT CODE	PRODUCT DESCRIPTION	PRICE	FET	AMOUNT
		All Parts New Unless Specified			
4	00695348	WHEEL SPIN BALANCE	9.00		36.00
4	00695316	TUBELESS VALVE STEM	3.00		12.00
4	00695358	SIPING-PASSENGER NEW TIRE	10.75		43.00
4	08701076	P225/60TR-16 Z-800 ULTRA ALL SEASONS BLACKWALL	120.73		482.92
4	08701076	76161 BRAKE ROTOR	52.33		104.66
2	54471061	Machine-to Spec: .881 Cur Wear: L) .875 R) .878			
		INSTALL ROTORS WITHOUT BRAKE JOB (NONPRESS TYPE)	27.25		27.25
1	00680640				

<b>NOTICE: The following conditions apply to all sales except where Seller issues a written warranty.</b> SELLER ASSIGNS TO PURCHASER ALL RIGHTS AND REMEDIES UNDER MFRS. EXPRESS AND IMPLIED WARRANTIES, BUT OTHERWISE EXCLUDES ALL LIABILITY FOR WARRANTY DAMAGES. SPECIAL AND CONSEQUENTIAL DAMAGES FOR LES SCHWAB MFRD. PRODUCTS EXCLUDED TO EXTENT LAW ALLOWS. ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS INVOICE. Purchaser acknowledges having received the goods described above and having read and received a copy of the Security Agreement and Warning (when applicable) contained on the reverse side hereof.		SALES TAX	40.71
		NEW TIRE TAX	.00
		<b>TOTAL</b>	746.54

PURCHASER X *ada martinez*

OFFICE COPY



Les Schwab Tire Centers ("Seller") and the purchaser identified on the reverse side hereof ("Buyer") agree as follows:

Buyer has purchased certain property ("goods") and/or services from Seller, described on the reverse side hereof. The term "Seller" in this Security Agreement includes Seller and all affiliates of Seller.

Unless Buyer has paid for such goods and services in full, as indicated by Seller on the reverse side hereof, the following shall apply:

1. Buyer agrees to pay Seller for everything Buyer purchases. Unless Buyer has a separate written Credit Plan Agreement approved by Seller, Buyer will pay immediately for the goods or services purchased in cash or before the 10th day of the month following any purchase. If Buyer has entered into a Retail Credit Plan Security Agreement ("Retail Agreement") or a Commercial Credit Plan Security Agreement ("Commercial Agreement") with Seller, Buyer agrees that all goods purchased are for the uses specified on the Retail Agreement and/or Commercial Agreement between Seller and Buyer as applicable, the terms of the Retail Agreement or Commercial Agreement as applicable are incorporated by this reference. If more than one person has signed, and/or otherwise entered into a Retail Agreement or a Commercial Agreement as applicable, with Seller on behalf of Buyer or has signed the reverse side hereof, all obligations will be joint and several.
2. If the reverse side hereof indicates that the purchase terms are "cash", "cash on delivery" or "COD", Buyer agrees to pay the full amount of the purchase price and any delivery charges in cash or certified funds upon delivery by Seller to the location specified by Buyer. Seller shall have no obligation to release the goods to Buyer unless the purchase price is paid in full. Seller may release the goods to any agent of Buyer at the delivery location.
3. If Buyer has an open account with Seller or signed a Retail Agreement or Commercial Agreement, the following shall apply (in the event of any inconsistency between the following and the terms of the Retail Agreement or Commercial Agreement, the terms of the respective Retail Agreement or Commercial Agreement shall control and shall supersede the provisions hereof):
  - a. When Buyer has a balance due, Seller will bill Buyer monthly, after the 25th day of each month for all previous unpaid purchases. The monthly statement will set forth Buyer's total unpaid new balance and minimum monthly payment, if applicable. All payments hereunder are due by the 10th day of each month.
  - b. If Buyer pays the total new balance on Seller's monthly statement before Seller's next statement closing date, no FINANCE CHARGE will be added to the new balance. If Buyer does not pay the total unpaid balance before the closing date on Seller's next monthly statement, Seller will add a FINANCE CHARGE to Buyer's account beginning as of the billing date shown on the monthly statement. Seller will compute the FINANCE CHARGE as follows (except Montana Les Schwab Tire Centers): Seller will take the beginning balance of Buyer's account each day, add any new purchases, and subtract any payments or credits and any unpaid FINANCE CHARGE(S). This gives Seller the daily balance. Then Seller will add the daily balances for the billing cycle together and divide the total by the number of days in the billing cycle. This gives Seller the average daily balance. Seller will then multiply Buyer's average daily balance by the periodic rate of 1 1/2% per month, which is an ANNUAL PERCENTAGE RATE OF 18.0%, or the maximum rate permitted by applicable law, if less. In Montana, Les Schwab Tire Centers compute the FINANCE CHARGE by applying the periodic rate to the ending balance of your account less current purchases. Buyer's FINANCE CHARGE is the greater of that product or \$0.50 per month. Buyer may pay the total unpaid balance at any time without any prepayment penalty.
  - c. Buyer's payments will be applied in accordance with the terms of Buyer's Retail Agreement or Commercial Agreement as applicable with Seller.
  - d. To secure all amounts now or hereafter owing to Seller, Buyer grants Seller a contractual purchase money security interest in all goods sold by Seller to Buyer, as specified in Buyer's Retail Agreement, Commercial Agreement or this Security Agreement as applicable with Seller. This includes all accessions, parts, substitutions, and additions to these goods and all proceeds, including insurance proceeds to the fullest extent allowed by law. This security interest shall continue in all goods, even if Buyer has previously paid for the goods in full, at any such time as Buyer has a balance owing. Buyer agrees to execute financing statements covering all property sold under this Security Agreement and to do any further acts and execute any other documents necessary or appropriate to establish and maintain a perfected and senior security interest. Seller may file copies of this Security Agreement as a financing statement.
  - e. If Buyer has a Commercial Agreement with Seller, Buyer agrees that:
    - (1) Until termination of this Agreement, Buyer must keep the goods insured with adequate casualty insurance against all expected risks to which the goods are exposed and those that Seller may reasonably designate;
    - (2) The insurance policies referred to in (1) above must be acceptable to Seller;
    - (3) Buyer must comply with all laws affecting the goods, to pay all taxes and other assessments that may be levied against the goods, and not permit any other liens or security interests that are either prior or equal to the lien of this Security Agreement to attach to the goods.
1. If Buyer fails to perform as agreed, if Seller reasonably deems itself insecure, or if Buyer is otherwise in default under Buyer's Retail Agreement, Commercial Agreement or this Security Agreement if applicable, Seller may take any action allowed under law, including without limitation:
  - (1) Seller may declare everything I owe immediately due and payable without further notice. If notice is required, notice shall be deemed reasonable if it is mailed at least 10 days in advance by registered or certified mail to the last address Buyer has provided to Seller in writing.
  - (2) Seller may take back any goods under this Security Agreement. Seller may enter Buyer's driveway, garage, or similar property without further permission from Buyer.
  - (3) Buyer agrees to pay all fees, costs and expenses of collections, and/or all fees, costs and expenses of repossessing the goods, selling them, and all fees, costs and expenses of any other efforts to collect what Buyer owes Seller to the fullest extent allowed under applicable law.
  - (4) Buyer agrees to pay Seller's attorney fees, costs and expenses, whether or not there is a lawsuit, and Buyer agrees to pay Seller's attorney, court costs and expenses, both at trial and on appeal to the fullest extent allowed under applicable law. All such sums are secured by this Security Agreement.
- g. All remedies shall be cumulative. Failure of Seller to exercise a remedy shall not waive that remedy. A waiver of default by Seller must be in writing to be effective.
- h. Seller may change the terms of this Security Agreement, including but not limited to, the FINANCE CHARGE and the applicable ANNUAL PERCENTAGE RATE or RATES, the method of computing the balance on which the FINANCE CHARGE is applied, the minimum monthly payment required, the closing date and length of the monthly billing cycle by mailing a notice of change to Buyer as may then be required by applicable law.
4. Any claims for billing adjustment in connection with any invoices must be presented in accordance with the billing errors statement on the Buyer's Retail Agreement, Commercial Agreement or monthly billing statement as applicable, or if Buyer has not executed a Retail Agreement or Commercial Agreement within sixty (60) days following the invoice date, in writing, to the address of Seller set forth on the reverse side hereof.